

Carolyn H. Cottrell (SBN 166977)  
David C. Leimbach (SBN 265409)  
Scott L. Gordon (SBN 319872)  
**SCHNEIDER WALLACE  
COTTRELL KONECKY LLP**  
2000 Powell Street, Suite 1400  
Emeryville, California 94608  
Telephone: (415) 421-7100  
Facsimile: (415) 421-7105  
ccottrell@schneiderwallace.com  
dleimbach@schneiderwallace.com  
sgordon@schneiderwallace.com

Attorneys for Plaintiff, and the  
Putative Collective and Class  
(Additional Counsel on Signature Page)

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

DJAVAN CLEVELAND, on behalf of  
all others similarly situated,

Plaintiff,

v.

ALLSTATE INSURANCE  
COMPANY and ALLSTATE  
INSURANCE HOLDINGS, LLC,

Defendants.

Case No. 2:23-08107

**COLLECTIVE AND CLASS ACTION  
COMPLAINT**

- (1) Violation of the Fair Labor Standards Act
- (2) Failure to Compensate for All Hours Worked (Cal. Lab. Code § 204);
- (3) Failure to Pay Minimum Wage (Cal. Lab. Code §§ 1182.11, 1182.12, 1194, 1197, and 1197.1);
- (4) Failure to Pay Overtime Wages (Cal. Lab. Code § 510);
- (5) Failure to Authorize, Permit and/or Make Available Meal and Rest Periods (Cal. Lab. Code §§ 226.7 and 512);
- (6) Waiting Time Penalties (Cal. Lab. Code §§ 201-203
- (7) Failure to Provide Timely and Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
- (8) Violation of California Business and Professions (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

**DEMAND FOR JURY TRIAL**

1 Plaintiff Djavan Cleveland (“Plaintiff”), on behalf of herself and all others  
2 similarly situated, by and through his attorneys, brings this lawsuit against Defendant  
3 Allstate Insurance Company (“Allstate”) and Allstate Insurance Holdings, LLC  
4 (“Allstate Holdings”) (collectively “Defendants”) seeking to recover for Defendants’  
5 violations of the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 *et seq.*  
6 (“FLSA”); applicable California Labor Code provisions; applicable Industrial Welfare  
7 Commission (“IWC”) Wage Orders; the Unfair Business Practices Act; and California  
8 Business and Professions Code §§ 17200, *et seq.* (“UCL”). Plaintiff complains and  
9 alleges as follows:

### 10 **INTRODUCTION**

11 1. This is a collective and class action complaint against Defendants to  
12 challenge its policies and practices of: (1) failing to pay non-exempt, hourly  
13 employees who work as Adjusters for all hours worked; (2) failing to pay required  
14 minimum wage; (3) failing to pay required overtime wages; (4) failing to authorize,  
15 permit, and/or make meal and rest periods available, and failing to pay premium pay  
16 for these missed breaks; (5) failing to provide accurate, itemized wage statements;  
17 and (6) failing to pay all wages after termination of employment.

18 2. Plaintiff Djavan Cleveland is a former non-exempt, hourly employee  
19 who worked as a Virtual Triage Adjuster for Defendants in Los Angeles, California.  
20 In this role, Plaintiff investigated auto insurance claims to ascertain the extent of any  
21 liability on behalf of Defendants, who furnish car insurance. Plaintiff seeks to  
22 represent other current and former non-exempt, hourly employees of Defendants who  
23 work or worked as Adjusters in California. Plaintiff alleges that Defendants have  
24 engaged in unlawful patterns and practices of failing to meet the requirements of the  
25 FLSA, the California Labor Code, and the California Business and Professions Code.

26 3. Plaintiff and putative Collective and Class Members perform off-the-  
27 clock work for which they are not adequately compensated. Plaintiff and putative  
28 Collective and Class Members must complete a certain number of claims or

1 inspections in their scheduled hours, and pressure from Defendants to meet these  
2 number of claims within the allotted hours during their shift which often causes the  
3 Adjusters to start working while off-the-clock before they are scheduled to begin the  
4 workday and after they are scheduled to end their shift. Failure to meet Defendants'  
5 claim requirements within scheduled hours results in negative implications for the  
6 performance metrics of Plaintiff and putative Collective and Class Members,  
7 including disciplinary action.

8 4. Because of these issues, Defendants do not pay Plaintiff and putative  
9 Collective and Class Members for all hours worked, including minimum wage and  
10 overtime. Ultimately, the time that Defendants require Plaintiff and putative  
11 Collective and Class Members to work without compensation deprives them of  
12 substantial amounts of pay to which they are entitled under federal law and the laws  
13 of California.

14 5. To the extent that Plaintiff and putative Collective and Class Members  
15 regularly work in excess of eight hours per day and forty hours per week, this off-  
16 the-clock work should be compensated at overtime rates. However, Defendants fail  
17 to pay Plaintiff and the putative Collective and Class Members for any of this work  
18 performed, including the required overtime premiums, in violation of the FLSA and  
19 the California Labor Code.

20 6. Plaintiff and other putative Collective and Class Members regularly work  
21 in excess of eight hours per day and are routinely denied timely and compliant meal  
22 and rest periods, and the requisite pay for working through such breaks.

23 7. As a result of Defendants' pressure on Adjusters to meet the requisite  
24 number of claims within the scheduled hours of paid time, Defendants routinely  
25 refuse to authorize, permit, and/or make available full, timely, uninterrupted thirty-  
26 minute meal periods as required by law. Instead, Plaintiff and putative Collective and  
27 Class Members regularly work past the fifth hour of work without the opportunity to  
28 take a meal break. Even when they do receive some form of timely meal break, it is

1 often interrupted as Plaintiff and putative Collective and Class Members are  
2 encouraged and often required to perform work during their break.

3 8. Defendants likewise routinely refuse to authorize or permit Plaintiff and  
4 putative Collective and Class Members to take ten-minute rest periods as required by  
5 California law.

6 9. As a result of the above violations, Defendants fail to provide Plaintiff  
7 and putative Collective and Class Members with accurate, itemized wage statements.

8 10. Defendants are also liable for violation of the Unfair Business Practices  
9 Act for the violations described above.

10 11. Plaintiff seeks full compensation on behalf of herself and putative  
11 Collective and Class Members for all unpaid wages, unpaid overtime, noncompliant  
12 meal and rest periods, waiting time penalties, and premium pay. Plaintiff also seeks  
13 declaratory and injunctive relief, including restitution. Finally, Plaintiff seeks  
14 reasonable attorneys' fees and costs under the FLSA, California Labor Code, and  
15 California Code of Civil Procedure § 1021.5.

16 **PARTIES**

17 12. Plaintiff Djavan Cleveland worked for Allstate as an Adjuster in Los  
18 Angeles, California. Plaintiff was employed by Allstate from May 29, 2022, until  
19 August 4, 2023.

20 13. Plaintiff's duties as an Adjuster include inspecting vehicles for collision  
21 and comprehensive damages; providing over the phone customer service; submitting  
22 claims on behalf of individuals for vehicle repairs; submitting online forms in real  
23 time; and issuing checks on behalf of Allstate for insurance payouts.

24 14. Plaintiff resides in the State of California and is over eighteen years of  
25 age. Plaintiff has been a resident of the State of California all relevant times described  
26 herein.

27 15. Defendant Allstate Insurance Company is a Delaware corporation. On  
28 information and belief, Allstate is a wholly owned subsidiary of Allstate Insurance

1 Holdings, LLC, and its headquarters are located at 3100 Sanders Road, Northbrook,  
2 IL, 60062. Defendants do business throughout the United States and maintains 862  
3 corporate owned locations which include offices in Los Angeles, California, in  
4 addition to its headquarters in Northbrook, Illinois.

5 16. Plaintiff is informed, believes, and based thereon alleges that Defendants  
6 jointly employ and/or employed putative Collective and Class Members, among other  
7 hourly employees, in this county and throughout the state of California.

8 17. Defendants employ and/or employed Plaintiff and putative Collective  
9 and Class Members because Defendants, directly or indirectly, control the  
10 employment terms, pay practices, timekeeping practices, and daily work of Plaintiff  
11 and putative Collective and Class Members.

12 18. Plaintiff is informed, believes, and based thereon alleges that Defendants  
13 jointly exercise control over Plaintiff and putative Collective and Class Members  
14 with respect to their employment.

15 19. Plaintiff is informed, believes, and based thereon alleges that each and  
16 every one of the acts and omissions alleged herein were performed by, and/or  
17 attributable to, Defendants, each acting as agents and/or employees, and/or under the  
18 direction and control of each of the other, and that said acts and failures to act were  
19 within the course and scope of said agency, employment and/or direction and control.

20 20. At all relevant times, Defendants have done business under the laws of  
21 California, has places of business in the State of California, including in this judicial  
22 district, and has employed Putative Class Members in this judicial district.  
23 Defendants are a “person” as defined in California Labor Code § 18 and California  
24 Business and Professions Code § 17201. Defendants are also an “employer” as that  
25 term is used in the California Labor Code, the FLSA, and the IWC Wage Orders.

26 **JURISDICTION AND VENUE**

27 21. The FLSA authorizes private rights of action to recover damages for  
28 violation of the FLSA’s wage and hour provisions. 29 U.S.C. § 216(b). This Court

1 has original federal question jurisdiction under 28 U.S.C. § 1331. This Court has  
2 supplemental jurisdiction over the California Labor Code claims under 28 U.S.C.  
3 § 1367(a) because they are so related to this action that they form part of the same  
4 case or controversy.

5 22. Venue in this district is proper pursuant to 28 U.S.C. § 1391(b). At all  
6 material times Defendant has been actively conducting business in the State of  
7 California and within the geographic area encompassing the Central District of  
8 California judicial district.

9 **FACTUAL ALLEGATIONS**

10 23. Defendants are in the business of providing vehicle insurance, property  
11 insurance, and business insurance. Defendants operate in all fifty states, including  
12 California.

13 24. Plaintiff and putative Collective and Class Members are current or  
14 former Adjusters in California. The duties of Adjusters, including Plaintiff, include  
15 but are not limited to processing insurance claims, calling customers, inspecting  
16 vehicles for collision and comprehensive damages, maintaining and managing  
17 accurate funds for the issuance of claim payments, submitting reports online in real  
18 time, and driving to the salvage yard location to assess vehicle damage.

19 25. As Adjusters, Plaintiff and putative Collective and Class Members are  
20 expected to meet Allstate's requirement of processing or working on a certain number  
21 of claims or inspections and taking a certain number of customer calls within a given  
22 period. Plaintiff is informed, believes, and thereon alleges that the policies and  
23 practices of Defendants have at all relevant times been similar for Plaintiff and the  
24 putative Collective and Class Members, regardless of location in California.

25 26. While working for Defendants, Plaintiff and putative Collective and  
26 Class Members are scheduled to work approximately eight hours per day, five days  
27 a week, for a total of approximately 40 hours per week. Plaintiff and putative  
28 Collective and Class Members work these scheduled hours. However, Plaintiff and



1 putative Collective and Class Members are regularly required by management to  
2 work additional hours beyond this scheduled time while off-the-clock and without  
3 receiving compensation. Plaintiff and putative Collective and Class Members  
4 typically work eight to ten hours per day to fulfill the required workload and do not  
5 receive pay for all time worked in violation of the FLSA. For numerous workweeks  
6 during their employment by Defendants, Plaintiff and putative Collective and Class  
7 Members worked off-the-clock and without compensation during overtime hours  
8 (more than 8 hours a day in California and more than 40 hours per week in all other  
9 states).

10 27. Defendants disincentivize Plaintiff and putative Collective and Class  
11 Members from reporting this off-the-clock or unrecorded time because reporting such  
12 time would negatively impact Plaintiff and putative Collective and Class Members'  
13 productivity metrics and evaluations. If an employee does not meet the required  
14 number of daily claims, inspections and/or customer calls, the consequence is being  
15 written up or placed on probation or reduced performance metric scores causing  
16 negative ramifications for pay increases and promotion opportunities.

17 28. In some instances, Plaintiff and putative Collective and Class Members  
18 begin the workday prior to the start of their paid scheduled shifts to perform work  
19 activities which include, among other tasks, handling claims and answering calls  
20 from customers. This time worked is unpaid. Moreover, under Defendants' company-  
21 wide practice, Defendants require Plaintiff and putative Collective and Class  
22 Members to log into Defendant's online system to submit claims and other  
23 documentation in real time. Therefore, Defendants know or should know that work  
24 is being performed on its online system without compensation.

25 29. Plaintiff and putative Collective and Class Members continue working  
26 after their shift ends to complete tasks including, but not limited to, submitting  
27 paperwork and claims, and taking escalated customer calls. These tasks are  
28 completed while being logged into Defendants' online system and are tracked in real

1 time. Plaintiff and putative Collective and Class Members are not compensated for  
2 this time that Defendants require and/or permit them to work.

3 30. Defendants also require Plaintiff and putative Collective and Class  
4 Members to work off-the-clock to attend meetings, outside of their scheduled shifts  
5 and without pay.

6 31. In addition to claims and/or inspections requirements, Defendants utilize  
7 a performance rating system that tracks volume, efficiency, and customer satisfaction  
8 in answering customer calls. As a result, Plaintiff and putative Collective and Class  
9 Members take customer calls before, during, and after scheduled shifts and must  
10 bring their cell phones to their unpaid meal breaks as a means of keeping their  
11 performance metrics high.

12 32. All of this time that Defendants require Plaintiff and putative Collective  
13 and Class Members to work without compensation deprives them of substantial  
14 amounts of pay to which they are entitled under federal and California law, including  
15 overtime premium pay for hours worked in excess of 40 hours per workweek.

16 33. Moreover, Defendants routinely deny timely and compliant off-duty  
17 meal and rest periods for two primary reasons: (1) Defendants do not authorize,  
18 permit, and/or make available timely meal and rest breaks for Plaintiff and putative  
19 Collective and Class Members; and (2) Defendants know or have reason to know that  
20 Plaintiff and putative Collective and Class Members are too busy with work during  
21 the day to have time to take bona fide meal and rest breaks.

22 34. For example, Plaintiff and putative Collective and Class Members are  
23 allocated a 30-minute meal break to be taken at no specific time during a shift. But,  
24 due to Defendants' required workload, Plaintiff and putative Collective and Class  
25 Members are often unable to take such breaks at all. Even when they do receive some  
26 form of meal break, Plaintiff and putative Collective and Class Members are often  
27 interrupted to perform work or answer customer calls, even though they are off-the-  
28 clock in Defendants' timekeeping records. In fact, as a result of Defendants'



1 compensation and performance metrics, as well as its expectations concerning  
2 responsiveness to customers, Adjusters are always “on duty” during meal and rest  
3 breaks. As a result, Plaintiff and putative Collective and Class Members regularly  
4 work through unpaid time that is allocated for a meal break. Defendants know or  
5 should know about such uncompensated work performed during unpaid meal break.

6 35. In addition, on information and belief, Defendants and their managers  
7 routinely manipulate the timecards of these employees to make it appear that they  
8 took a timely and compliant meal break in order to avoid paying additional wages  
9 and penalties.

10 36. Plaintiff and putative Collective and Class Members are routinely denied  
11 full, timely, and uninterrupted rest periods as well. While Defendants deny compliant  
12 meal periods to these workers on most workdays, it virtually never provides  
13 compliant rest periods.

14 37. When Plaintiff and putative Collective and Class Members experience  
15 untimely or interrupted meal and rest breaks, or do not receive these breaks at all,  
16 Defendants fail to pay them the required premium pay.

17 38. Defendants do not provide Plaintiff and putative Collective and Class  
18 Members with accurate wage statements as required by California law. These  
19 workers receive wage statements that do not reflect all hours worked, premium pay  
20 for missed meal and rest breaks, and applicable overtime premiums.

21 39. Defendants do not provide Plaintiff and putative Collective and Class  
22 Members with full payment of all wages owed at the end of employment. These  
23 workers are owed wages and premium pay for all time worked, overtime, and missed  
24 meal and rest breaks when their employment ends. These amounts remain unpaid  
25 after voluntary and involuntary termination. As a consequence, Defendants are  
26 subject to waiting time penalties under the California Labor Code.

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1           40. Plaintiff is informed, believes, and thereon alleges that Defendants’  
2 unlawful conduct has been widespread, repeated, and consistent as to the putative  
3 Collective and Class members and throughout Defendants’ operations in California.

4           41. Defendants’ conduct was knowing, willful, carried out in bad faith, and  
5 caused significant damages to Plaintiff and putative Collective and Class members in  
6 an amount to be determined at trial. Defendants did not take requisite steps to ensure  
7 that Plaintiff and putative Collective and Class members were paid for all time  
8 worked. Upon information and belief, Defendants did not conduct any study or audit  
9 of its compensation practices to ensure that Plaintiff and putative Collective and Class  
10 members did not perform work without compensation during any breaks.

11           **COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA**

12           42. Plaintiff brings the First Count (the FLSA claim) as an “opt-in” collective  
13 action pursuant to 29 U.S.C. § 216(b) on behalf of himself and a proposed collection  
14 of similarly situated employees defined as:  
15

16                   All current and former non-exempt, hourly employees of  
17 Defendant working as Adjusters throughout California  
18 during the time period from three years prior to the filing of  
19 the complaint until resolution of this action. (the  
20 “Collective”).

21           43. Plaintiff, individually and on behalf of other similarly situated persons  
22 defined above, seeks relief on a collective basis challenging Defendants’ policies and  
23 practices of failing to accurately record all hours worked and failing to properly pay  
24 for all hours worked, including overtime compensation and required minimum  
25 wages. The number and identity of other similarly situated persons yet to opt-in and  
26 consent to be party-Plaintiff may be determined from Defendants’ records, and  
27 potential opt-ins may be easily and quickly notified of the pendency of this action.

28           ///

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1        44. Plaintiffs' claims for violations of the FLSA may be brought and  
2 maintained as an "opt-in" collective action pursuant to § 216(b) of the FLSA because  
3 Plaintiff's FLSA claims are similar to the claims of the members of the Collective.

4        45. The members of the Collective are similarly situated, as they have  
5 substantially similar job duties and requirements and are subject to a common policy,  
6 practice, or plan that requires them to perform work "off-the-clock" and without  
7 compensation in violation of the FLSA.

8        46. Plaintiff is representative of the members of the Collective and is acting  
9 on behalf of their interests as well as her own interests in bringing this action.

10       47. Plaintiff will fairly and adequately represent and protect the interests of  
11 the members of the Collective. Plaintiff has retained counsel competent and  
12 experienced in employment and wage and hour class action and collective action  
13 litigation.

14       48. The similarly situated members of the Collective are known to  
15 Defendants, are readily identifiable, and may be located through Defendants' records.  
16 These similarly situated employees may readily be notified of this action and allowed  
17 to "opt-in" to this case pursuant to 29 U.S.C. § 216(b) for the purpose of collectively  
18 adjudicating their claims for unpaid wages, unpaid overtime compensation,  
19 liquidated damages (or, alternatively, interest), and attorneys' fees and costs under  
20 the FLSA.

21       49. Plaintiff contemplates providing a notice or notices to the Collective, as  
22 approved by the Court, to be delivered via United States Mail. The notice or notices  
23 shall, among other things, advise each of the recipients that they shall be entitled to  
24 "opt in" to the FLSA Action if they so request by the date specified within the notice,  
25 and that any judgment on the FLSA Action, whether favorable or not, entered in this  
26 case will bind all FLSA collective members who timely request inclusion in the class.

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28 ///

**CLASS ACTION ALLEGATIONS UNDER FED. R. CIV. P. 23**

50. Plaintiff brings the Second through Eighth Counts (the California Class Claims) as an “opt-out” class action pursuant to Federal Rule of Civil Procedure

23. The California Class is initially defined as:

All current and former non-exempt hourly employees of Defendant working as Adjusters throughout the State of California during the time period from four years prior to the filing of the complaint until resolution of this action. (the “California Class”).

51. **Numerosity**: Defendants have employed potentially thousands of non-exempt, hourly Adjusters during the applicable statutory period. The number of California Class members are therefore far too numerous to be individually joined in this lawsuit.

52. **Existence and Predominance of Common Questions**: There are questions of law and fact common to Plaintiff and the California Class members that predominate over any questions affecting only individual members of the Class. These common questions of law and fact include, without limitation:

- a. Whether Defendants fail to authorize and permit, make available, and/or provide California Class members meal periods to which they are entitled in violation of the Labor Code and Wage Orders;
- b. Whether Defendants fail to authorize and permit, make available, and/or provide California Class members meal periods to which they are entitled in violation of Business and Professions Code §§ 17200 *et seq.*;
- c. Whether Defendants fail to authorize and permit, make available, and/or provide California Class members rest periods to which they are entitled in violation of the Labor Code and Wage Orders;
- d. Whether Defendants fail to authorize and permit, make available, and/or provide California Class Members rest periods to which they

are entitled in violation of Business and Professions Code §§ 17200 *et seq.*;

- e. Whether Defendants fail to compensate California Class members for all hours worked, including minimum wages and overtime compensation, in violation of the Labor Code and Wage Orders;
- f. Whether Defendants fail to compensate California Class members for all hours worked in violation of Business and Professions Code §§ 17200 *et seq.*;
- g. Whether Defendants have a policy and/or practice of requiring California Class members to perform work off-the-clock and without compensation;
- h. Whether Defendants fail to provide California Class members with timely, accurate itemized wage statements in violation of the Labor Code and Wage Orders;
- i. Whether Defendants fail to pay California Class members all wages due upon the end of their employment in violation of the Labor Code and Wage Orders;
- j. Whether Defendants' failure to pay California Class members all wages due upon the end of their employment has been an unlawful, unfair, or fraudulent business act or practice in violation of Business and Professions Code §§ 17200 *et seq.*;
- k. The proper formula for calculating restitution, damages, and penalties owed to Plaintiff and the California Class members as alleged herein.

53. **Typicality**: Plaintiff's claims are typical of the claims of the California Class. Defendant's common policies, practices, and course of conduct in violation of law as alleged herein have caused Plaintiff and the California Class members to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the California Class.

1           54.    **Adequacy**: Plaintiff will fairly and adequately represent and protect the  
2 interests of the California Class because Plaintiff's interests do not conflict with the  
3 interests of the members of the Class he seeks to represent. Plaintiff has retained  
4 Counsel competent and experienced in complex employment and wage and hour  
5 class action litigation and intends to prosecute this action vigorously. Plaintiff and  
6 his Counsel will fairly and adequately protect the interests of the Class.

7           55.    **Superiority**: A class action is superior to other available means for the  
8 fair and efficient adjudication of this controversy. Individual joinder of all California  
9 Class members is not practicable, and questions of law and fact common to Plaintiff  
10 and putative Class Members predominate over any questions affecting only  
11 individual members of the Class. The injury suffered by each California Class  
12 member, while meaningful on an individual basis, is not of such magnitude as to  
13 make the prosecution of individual actions against Defendants economically feasible.  
14 Individualized litigation increases the delay and expense to all Parties and the Court.  
15 By contrast, class action treatment will allow those similarly situated persons to  
16 litigate their claims in the manner that is most efficient and economical for the parties  
17 and the judicial system.

18           56.    In the alternative, the Class may be certified because the prosecution of  
19 separate actions by the individual members of the Class would create a risk of  
20 inconsistent or varying adjudication with respect to individual members of the Class,  
21 and, in turn, would establish incompatible standards of conduct for Defendant.

22           57.    Class treatment will allow those similarly situated persons to litigate their  
23 claims in the manner most efficient and economical for the Parties and the judicial  
24 system.

25           58.    Plaintiff knows of no difficulty that would be encountered in the  
26 management of this litigation that would preclude its maintenance as a class action.

27           59.    Plaintiff intends to send notice to all California Class members to the  
28 extent required under applicable class action procedures. Plaintiff contemplates



1 providing a notice or notices to the California Class, as approved by the Court, to be  
2 delivered through the United State Mail. The notice or notices shall, among other  
3 things, advise the California Class that they shall be entitled to “opt out” of the class  
4 certified for the California Action if they so request by a date specified within the  
5 notice, and that any judgment on the California Action, whether favorable or not,  
6 entered in this case will bind all California Class members except those who  
7 affirmatively exclude themselves by timely opting out.

8 **FIRST CAUSE OF ACTION**  
9 **Violation of the Fair Labor Standards Act**  
10 **(By Plaintiff and the Collective)**

11 60. Plaintiff re-alleges and incorporates the foregoing paragraphs as though  
12 fully set forth herein.

13 61. The FLSA requires that covered employees receive compensation for all  
14 hours worked and overtime compensation at not less than one and one-half times the  
15 regular rate of pay for all hours worked in excess of forty hours in a work week. 29  
16 U.S.C. § 207(a)(1).

17 62. At all times material herein, Plaintiff and the Collective are covered  
18 employees entitled to the rights, protections, and benefits provided under the FLSA.

19 63. Defendants are a covered employer required to comply with the FLSA’s  
20 mandates.

21 64. Defendants have violated the FLSA with respect to Plaintiff and the  
22 Collective, by, inter alia, failing to compensate Plaintiff and the Collective for all  
23 hours worked and, with respect to such hours, failing to pay the legally mandated  
24 overtime premium for such work and/or minimum wage. See 29 U.S.C. § 206; 29  
25 U.S.C. § 207 (a), (g); 29 C.F.R. § 531.35. Defendants have also violated the FLSA  
26 by failing to keep required, accurate records of all hours worked by Plaintiff and the  
27 Collective. 29 U.S.C. § 211(c).

28 65. Plaintiff and the Collective are victims of a uniform and company-wide  
compensation policy of not paying for hours worked prior to the start of a shift and

1 after the shift ends. This uniform policy, in violation of the FLSA, has been applied  
2 to current and former non-exempt, hourly Adjusters of Defendants, working in offices  
3 throughout California.

4 66. Plaintiff and the Collective are entitled to damages equal to the mandated  
5 pay, including straight time, and overtime premium pay within the three years  
6 preceding the filing of the original complaint, plus periods of equitable tolling,  
7 because Defendants have acted willfully and knew or showed reckless disregard for  
8 whether the alleged conduct was prohibited by the FLSA.

9 67. Defendants have acted neither in good faith nor with reasonable grounds  
10 to believe that its actions and omissions were not a violation of the FLSA, and as a  
11 result thereof, Plaintiff and the Collective are entitled to recover an award of  
12 liquidated damages in an amount equal to the amount of unpaid overtime pay and/or  
13 prejudgment interest at the applicable rate. 29 U.S.C. § 216(b).

14 68. As a result of the aforesaid violations of the FLSA's provisions, pay,  
15 including straight time and overtime compensation, has been unlawfully withheld by  
16 Defendants from Plaintiff and the Collective. Accordingly, Defendants are liable for  
17 unpaid wages, together with an amount equal as liquidated damages, attorneys' fees,  
18 and costs of this action.

19 69. Wherefore, Plaintiff and the Collective request relief as hereinafter  
20 provided.

21 **SECOND CAUSE OF ACTION**  
22 **Failure to Compensate for All Hours Worked**  
23 **(By Plaintiff and the California Class)**

24 70. Plaintiff re-alleges and incorporates the foregoing paragraphs as though  
25 fully set forth herein.

26 71. Plaintiff alleges that Defendants willfully engaged and continue to  
27 engage in a policy and practice of not compensating Plaintiff and California Class  
28 members for all hours worked or spent in Defendants' control. Detailed above,  
Defendants required, suffered, and/or permitted Plaintiff and the California Class to

1 perform work for the benefit of Defendants without compensation, with Defendants’  
2 knowledge.

3 72. California Labor Code § 200 defines wages as “all amounts for labor  
4 performed by employees of every description, whether the amount is fixed or  
5 ascertained by the standard of time, task, piece, commission basis or other method of  
6 calculation.”

7 73. California Labor Code § 204(a) provides that “[a]ll wages ... earned by  
8 any person in any employment are due and payable twice during each calendar  
9 month....”

10 74. California Labor Code § 1194(a) provides as follows:

11 Notwithstanding any agreement to work for a lesser wage,  
12 any employee receiving less than the legal minimum wage  
13 or the legal overtime compensation applicable to the  
14 employee is entitled to recover in a civil action the unpaid  
15 balance of the full amount of this minimum wage or  
overtime compensation, including interest thereon,  
reasonable attorneys’ fees, and costs of suit.

16 75. IWC Wage Orders 7-2001(2)(G) and 4-2001(2)(K) define hours worked  
17 as “the time during which an employee is subject to the control of an employer, and  
18 includes all the time the employee is suffered or permitted to work, whether or not  
19 required to do so....”

20 76. In violation of California law, Defendants knowingly and willfully refuse  
21 to perform its obligation to provide Plaintiff and putative Class Members with  
22 compensation for all time worked. Therefore, Defendants committed, and continues  
23 to commit, the acts alleged herein knowingly and willfully, and in conscious  
24 disregard of Plaintiff and California Class members’ rights. Plaintiff and California  
25 Class Members are thus entitled to recover nominal, actual, and compensatory  
26 damages, plus interest, attorneys’ fees, expenses and costs of suit.

27 77. As a proximate result of the aforementioned violations, Plaintiff and the  
28 putative Class have been damaged in an amount according to proof at time of trial.

1           78. Wherefore, Plaintiff and the California Class request relief as hereinafter  
2 provided.

3                                   **THIRD CAUSE OF ACTION**  
4                                   **Failure to Pay Minimum Wage**  
5                                   **(By Plaintiff and the California Class)**

6           79. Plaintiff re-alleges and incorporates the foregoing paragraphs as though  
7 fully set forth herein.

8           80. Defendants have maintained policies and procedures that force Plaintiff  
9 and California Class members to work off the clock, without compensation – let alone  
10 the minimum wage. Due to Defendants’ systematic denial of payment for all hours  
11 worked, Plaintiff and California Class members are routinely compensated at a rate  
12 that is less than the statutory minimum wage.

13           81. During the applicable statutory period, Labor Code §§ 1182.11, 1182.12,  
14 and 1197, and the Minimum Wage Order were in full force and effect and required  
15 that employees receive the minimum wage for all hours worked at the rate of twelve  
16 dollars (\$12.00) per hour commencing January 1, 2019, thirteen dollars (\$13.00) per  
17 hour commencing January 1, 2020, fourteen dollars (\$14.00) per hour commencing  
18 January 1, 2021, fifteen dollars (\$15.00) per hour commencing January 1, 2022, and  
19 fifteen dollars and fifty cents (\$15.50) starting on January 1, 2023 to present.

20           82. IWC Wage Orders 4-2001(2)(K) and 7-2001(2)(G) define hours worked  
21 as “the time during which an employee is subject to the control of an employer, and  
22 includes all the time the employee is suffered or permitted to work, whether or not  
23 required to do so.”

24           83. Labor Code § 1194(a) provides as follows:

25                   Notwithstanding any agreement to work for a lesser wage,  
26 any employee receiving less than the legal minimum wage  
27 or the legal overtime compensation applicable to the  
28 employee is entitled to recover in a civil action the unpaid  
balance of the full amount of this minimum wage or  
overtime compensation, including interest thereon,  
reasonable attorneys’ fees, and costs of suit.

1           84. Labor Code § 1194.2 provides that, in any action under § 1194 to recover  
2 wages because of the payment of a wage less than minimum wage fixed by an order  
3 of the Commission, an employee shall be entitled to recover liquidated damages in  
4 an amount equal to the wages unlawfully unpaid and interest thereon.

5           85. Plaintiff and the California Class members are not paid the statutory  
6 minimum wage for any work performed prior to the start of the shift/before logging  
7 in and any work performed after their scheduled shift ends even though they are under  
8 Defendants' control and cannot effectively use the time to their own benefit. This  
9 time is compensable as a matter of law.

10           86. Defendants' unlawful compensation scheme has denied Plaintiff and the  
11 California Class the minimum wages to which they are entitled under the law. As  
12 explained above, Plaintiff and members of the California Class routinely have been  
13 subject to the Defendants' control without pay and performed work for which they  
14 are not compensated even at the statutory minimum wage.

15           87. As a direct and proximate result of Defendants' unlawful acts and/or  
16 omissions, Plaintiff and the California Class members have been deprived of  
17 minimum wages in an amount to be determined at trial, and are entitled to a recovery  
18 of such amount, plus liquidated damages, plus interest thereon, attorneys' fees, and  
19 costs of suit pursuant to Labor Code §§ 1194, 1194.2 and 1197.1.

20           88. Wherefore, Plaintiff and the California Class request relief as hereinafter  
21 provided.

22                                   **FOURTH CAUSE OF ACTION**  
23                                   **Failure to Pay Overtime Wages**  
                                  **(By Plaintiff and the California Class)**

24           89. Plaintiff re-alleges and incorporates the foregoing paragraphs as though  
25 fully set forth herein.

26           90. Defendants do not properly compensate Plaintiff and California Class  
27 members with appropriate overtime premiums, including time-and-a half premiums  
28 based on their regular rate of pay, as required by California law.

1           91. California Labor Code § 510(a) provides as follows:

2           Eight hours of labor constitutes a day's work. Any work in  
3           excess of eight hours in one workday and any work in excess  
4           of 40 hours in any one workweek and the first eight hours  
5           worked on the seventh day of work in any one workweek  
6           shall be compensated at the rate of no less than one and one-  
7           half times the regular rate of pay for an employee. Any work  
8           in excess of 12 hours in one day shall be compensated at the  
9           rate of no less than twice the regular rate of pay for an  
10          employee. In addition, any work in excess of eight hours on  
11          any seventh day of a workweek shall be compensated at the  
12          rate of no less than twice the regular rate of pay of an  
13          employee. Nothing in this section requires an employer to  
14          combine more than one rate of overtime compensation in  
15          order to calculate the amount to be paid to an employee for  
16          any hour of overtime work.

17          92. California Labor Code § 1194(a) provides as follows:

18          Notwithstanding any agreement to work for a lesser wage,  
19          any employee receiving less than the legal minimum wage  
20          or the legal overtime compensation applicable to the  
21          employee is entitled to recover in a civil action the unpaid  
22          balance of the full amount of this minimum wage or  
23          overtime compensation, including interest thereon,  
24          reasonable attorney's fees, and costs of suit.

25          93. California Labor Code § 200 defines wages as "all amounts for labor  
26          performed by employees of every description, whether the amount is fixed or  
27          ascertained by the standard of time, task, piece, commission basis or other method of  
28          calculation." All such wages are subject to California's overtime requirements,  
including those set forth above.

94. Defendants' policies and practices of requiring Plaintiff and California  
Class members to perform work off-the-clock before and after their paid shifts are  
unlawful. Even absent this off-the-clock work, many of Defendants' hourly, non-  
exempt employees who work as Adjusters, including Plaintiff and California Class  
members, have worked over eight hours in a day and/or over forty hours in a week.  
Accordingly, as a result of Defendants' unlawful policy alleged herein of requiring  
Plaintiff and California Class members to perform off-the-clock work before the



1 beginning of their paid shifts, while clocked out on meal breaks, and at other times  
2 Plaintiff and California Class members have worked overtime hours for Defendants  
3 without being paid overtime premiums in violation of the California Labor Code,  
4 applicable IWC Wage Orders, and other applicable law.

5 95. Defendants have knowingly and willfully refused to perform its  
6 obligations to compensate Plaintiff and California Class members for all premium  
7 wages for overtime work. Defendants are liable to Plaintiff and California Class  
8 members alleged herein for the unpaid overtime and civil penalties, with interest  
9 thereon. Furthermore, Plaintiff and California Class members are entitled to an award  
10 of attorneys' fees and costs as set forth below.

11 96. As a proximate result of the aforementioned violations, Plaintiff and  
12 California Class members have been damaged in an amount according to proof at  
13 time of trial.

14 97. Wherefore, Plaintiff and the California Class request relief as hereinafter  
15 provided.

16 **FIFTH CAUSE OF ACTION**  
17 **Failure to Authorize, Permit, and/or Make Available Meal and Rest Periods**  
**(By Plaintiff and the California Class)**

18 98. Plaintiff re-alleges and incorporates the foregoing paragraphs as though  
19 fully set forth herein.

20 99. Defendants failed to make available and prevented full, timely,  
21 uninterrupted, compliant meal and rest breaks for Plaintiff and California Class  
22 members and required them to continue working during these breaks.

23 100. Defendants also failed to compensate Plaintiff and California Class  
24 members one hour of premium pay for missed breaks.

25 101. California Labor Code §§ 226.7 and 512 and the applicable IWC Wage  
26 Orders require Defendants to authorize, permit, and/or make available timely and  
27 compliant meal and rest periods to its employees. Labor Code §§ 226.7 and 512 and  
28 the IWC Wage Orders prohibit employers from employing an employee for more

1 than five hours without a meal period of not less than thirty minutes, and from  
2 employing an employee more than ten hours per day without providing the employee  
3 with a second meal period of not less than thirty minutes. Labor Code § 226.7 and  
4 the applicable Wage Orders also require employers to authorize and permit  
5 employees to take ten minutes of net rest time per four hours, or major fraction thereof  
6 of work, and to pay employees their full wages during those rest periods. Unless the  
7 employee is relieved of all duty during the thirty-minute meal period and ten-minute  
8 rest period, the employee is considered “on duty” and the meal or rest period is  
9 counted as time worked under the applicable Wage Orders.

10 102. Under Labor Code § 226.7(b) and the applicable Wage Orders, an  
11 employer who fails to authorize, permit, and/or make available a required meal period  
12 must, as compensation, pay the employee one hour of pay at the employee’s regular  
13 rate of compensation for each workday that the meal period was not authorized and  
14 permitted and/or not made available. Similarly, an employer must pay an employee  
15 denied a required rest period one hour of pay at the employee’s regular rate of  
16 compensation for each workday that the rest period was not authorized and permitted  
17 and/or not made available.

18 103. Despite these requirements, Defendants have knowingly and willfully  
19 refused to perform its obligations to authorize and permit and/or make available to  
20 Plaintiff and California Class members the ability to take the timely and compliant  
21 off-duty meal and rest periods to which they are entitled.

22 104. Defendants have also failed to pay Plaintiff and California Class  
23 members one hour of pay for each timely, compliant, off-duty meal and/or rest period  
24 that they are denied.

25 105. Defendants’ conduct described herein violates California Labor Code §§  
26 226.7 and 512 and the applicable Wage Orders. Therefore, pursuant to Labor Code  
27 § 226.7(b), Plaintiff and California Class members are entitled to compensation for  
28

1 the failure to authorize and permit and/or make available meal and rest periods, plus  
2 interest, attorneys' fees, expenses, and costs of suit.

3 106. As a proximate result of the aforementioned violations, Plaintiff and  
4 California Class have been damaged in an amount according to proof at time of trial.

5 107. Wherefore, Plaintiff and the California Class request relief as hereinafter  
6 provided.

7 **SIX CAUSE OF ACTION**  
8 **Waiting Time Penalties Pursuant to Labor Code §§ 201-203**  
9 **(By Plaintiff and the California Class)**

10 108. Plaintiff re-alleges and incorporates the foregoing paragraphs as though  
11 fully set forth herein.

12 109. Some California Class members have left their employment with  
13 Defendants during the statutory period, at which time Defendants owed them unpaid  
14 wages. These earned, but unpaid, wages derive from time spent working outside of  
15 their scheduled and paid shifts, including opening the store and logging into computer  
16 system, answering business calls completing paperwork and submissions in order to  
17 obtain pay and reimbursements, working through meal periods, performing other  
18 work-related activities, as well as unpaid overtime compensation.

19 110. California Labor Code § 201 provides:

20 If an employer discharges an employee, the wages earned  
21 and unpaid at the time of discharge are due and payable  
22 immediately.

23 111. Labor Code § 202 provides:

24 If an employee not having a written contract for a definite  
25 period quits his or her employment, his or her wages shall  
26 become due and payable not later than 72 hours thereafter,  
27 unless the employee has given 72 hours previous notice of  
28 his or her intention to quit, in which case the employee is  
entitled to his or her wages at the time of quitting.

112. Labor Code § 203 provides, in relevant part:

1 If an employer willfully fails to pay, without abatement or  
2 reduction, in accordance with Sections 201, 201.5, 202, and  
3 205.5, any wages of an employee who is discharged or who  
4 quits, the wages of the employee shall continue as a penalty  
from the due date thereof at the same rate until paid or until  
an action therefor is commenced; but the wages shall not  
continue for more than 30 days.

5 113. Defendants willfully refused, and continue to refuse, to provide Plaintiff  
6 and the putative Class with pay for off-the-clock work, including but not limited to  
7 work performed while clocked out during meal periods, and with meal and rest period  
8 premium pay. As alleged above, Defendants knew and continue to know that Plaintiff  
9 and California Class members perform off-the-clock work before and after their  
10 scheduled or paid shifts. Defendants are aware Plaintiff and California Class  
11 members miss or have interrupted meal and rest breaks as a result of Defendants'  
12 unlawful policies and practices, but Defendants nevertheless refuse to pay for work  
13 performed during meal breaks or to authorize premium pay for missed or interrupted  
14 meal and rest periods.

15 114. Accordingly, Defendants willfully refused and continue to refuse to pay  
16 members of the California Class that left their employment with Defendants all the  
17 wages that were due and owing to them upon the end of their employment. As a  
18 result of Defendants' actions, California Class Members have suffered and continue  
19 to suffer substantial losses, including lost earnings and interest.

20 115. Defendants' willful failure to pay the former employees the wages due  
21 and owing them constitutes a violation of Labor Code §§ 201-202. As a result,  
22 Defendants are liable to them for all penalties owing pursuant to Labor Code §§ 201-  
23 203.

24 116. Labor Code § 203 provides that an employee's wages will continue as a  
25 penalty up to thirty days from the time the wages were due. Therefore, Plaintiff and  
26 California Class members are entitled to such penalties pursuant to Labor Code §  
27 203, plus interest.

28 ///

117. As a proximate result of the aforementioned violations, Defendants are liable to Plaintiff and California Class members alleged herein for the amounts described, with interest thereon, in an amount according to proof at time of trial.

118. Wherefore, Plaintiff and the California Class request relief as hereinafter provided.

**SEVENTH CAUSE OF ACTION**  
**Violations of Labor Code § 226 – Itemized Wage Statements**  
**(By Plaintiff and the California Class)**

119. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

120. Defendants do not provide Plaintiff and California Class members with accurate itemized wage statements as required by California law.

121. California Labor Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least four years at the

place of employment or at a central location within the State of California.

122. The IWC Wage Orders also establish this requirement. (See IWC Wage Orders 4-2001(7) and 7-2001(7)).

123. Labor Code § 226(e) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

124. Plaintiff and the California Class seeks to recover actual damages, costs, and attorneys' fees under this section.

125. Defendants fail to provide timely, accurate, itemized wage statements to Plaintiff and California Class members in accordance with Labor Code § 226(a) and the IWC Wage Orders. In particular, the wage statements the Defendants provide their employees, including to Plaintiff and California Class members, do not accurately reflect the actual hours worked, actual gross wages earned, or actual net wages earned. This is because, in part, Defendants do not count as "hours worked" the off-the-clock time its hourly, non-exempt employees who work as Adjusters spend performing certain work activities outside of their scheduled paid shifts answering business calls on their mobile phone, logging into the computer system, and other work-related activities.

126. Defendants' failure to comply with Labor Code § 226(a) was and continues to be knowing and intentional. Although, as alleged herein, Defendants were aware that Plaintiff and California Class members performed off-the-clock work outside of their scheduled and paid shifts, Defendants systematically fail to include this time worked in their wage statements.





1 advantage at the expense of their workers by failing to comply with minimum labor  
2 standards.

3 134. Beginning at an exact date unknown to Plaintiff and California Class  
4 members, but at least since the date four years prior to the filing of this suit,  
5 Defendants have committed acts of unfair competition as defined by the UCL by  
6 engaging in the unlawful, unfair, and fraudulent business acts and practices described  
7 in this Complaint, including, but not limited to:

- 8 a. violations of Labor Code §§ 200, 204, 1194, and 1198 and applicable  
9 IWC Wage Orders pertaining to the payment of wages for all hours  
10 worked;
- 11 b. violations of Labor Code § 510 and applicable IWC Wage Orders  
12 pertaining to overtime;
- 13 c. violations of Labor Code §§ 226.7 and 512 and applicable IWC Wage  
14 Orders pertaining to meal and rest breaks;
- 15 d. violations of Labor Code §§ 201-203 pertaining to waiting time; and
- 16 e. violations of Labor Code § 226 regarding accurate, timely itemized  
17 wage statements.

18 135. The violations of these laws and regulations, as well as of the  
19 fundamental California public policies protecting wages and discouraging overtime  
20 labor underlying them, serve as unlawful predicate acts and practices for purposes of  
21 Business and Professions Code §§ 17200, et seq.

22 136. The acts and practices described above constitute unfair, unlawful, and  
23 fraudulent business practices, and unfair competition, UCL. Among other things, the  
24 acts and practices have taken from Plaintiff and California Class members wages  
25 rightfully earned by them, while enabling the Defendants to gain an unfair  
26 competitive advantage over law-abiding employers and competitors.

27 ///

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1           137. Business and Professions Code § 17203 provides that the Court may  
2 make such orders or judgments as may be necessary to prevent the use or employment  
3 by any person of any practice which constitutes unfair competition. Injunctive relief  
4 is necessary and appropriate to prevent Defendants from repeating the unlawful,  
5 unfair and fraudulent business acts and practices alleged above.

6           138. As a direct and proximate result of the aforementioned acts and practices,  
7 Plaintiff and California Class members have suffered a loss of money and property,  
8 in the form of unpaid wages which are due and payable to them.

9           139. Business and Professions Code § 17203 provides that the Court may  
10 restore to any person in interest any money or property which may have been acquired  
11 by means of such unfair competition. Plaintiff and California Class members are  
12 entitled to restitution pursuant to Business and Professions Code § 17203 for all  
13 wages and payments unlawfully withheld from employees during the four-year  
14 period prior to the filing of this Complaint.

15           140. Plaintiff's success in this action will enforce important rights affecting  
16 the public interest and, in that regard, Plaintiff sues on behalf of herself and others  
17 similarly situated. Plaintiff and California Class members seek and are entitled to  
18 unpaid wages, declaratory relief, and all other equitable remedies owing to them.

19           141. Plaintiff herein take it upon herself to enforce these laws and lawful  
20 claims. There is a financial burden involved in pursuing this action, the action is  
21 seeking to vindicate a public right, and it would be against the interests of justice to  
22 penalize Plaintiff by forcing him to pay attorneys' fees from the recovery in this  
23 action. Attorneys' fees are appropriate pursuant to Code of Civil Procedure § 1021.5  
24 and otherwise.

25           142. Wherefore, Plaintiff and the California Class request relief as hereinafter  
26 provided.

27 ///

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for relief as follows:

143. Damages and restitution according to proof at trial for all unpaid wages and other injuries, as provided by the FLSA, California Labor Code, and other laws of the State of California.

144. For a declaratory judgment that Defendants have violated the FLSA, California Labor Code, the laws of the State of California, and public policy as alleged herein;

145. For a declaratory judgment that Defendants have violated California Business and Professions Code §§ 17200, *et seq.*, as a result of the aforementioned violations of the California Labor Code and of California public policy protecting wages;

146. For preliminary, permanent, and mandatory injunctive relief prohibiting Defendants, its officers, agents, and all those acting in concert with them from committing in the future those violations of law herein alleged;

147. For an equitable accounting to identify, locate, and restore to all current and former employees the wages they are due, with interest thereon;

148. For an order awarding Plaintiff and the Collective and Class Members liquidated and compensatory damages, including lost wages, earnings, and other employee benefits, restitution, and all other sums of money owed to Plaintiff and Members of the Collective and the Class, together with interest on these amounts, according to proof;

149. For an order awarding Plaintiff and the Class Members civil penalties pursuant to the California Labor Code provisions cited herein, with interest thereon;

150. For an award of reasonable attorneys' fees as provided by the FLSA, California Labor Code, California Code of Civil Procedure § 1021.5, and the laws of the State of California.

151. For all costs of suit;

1           152. For interest on any damages and/or penalties awarded, as provided by  
2 applicable law; and

3           153. For such other and further relief as this Court deems just and proper.  
4

5 Date: September 27, 2023

Respectfully submitted,

6 /s/ Carolyn H. Cottrell

7 Carolyn H. Cottrell (SBN 166977)

8 David C. Leimbach (SBN 265409)

9 Scott L. Gordon (SBN 319872)

10 SCHNEIDER WALLACE

COTTRELL KONECKY LLP

2000 Powell Street, Suite 1400

11 Emeryville, California 94608

12 Tel: (415) 421-7100; Fax (415) 421-7105

13 ccottrell@schneiderwallace.com

14 dleimbach@schneiderwallace.com

sgordon@schneiderwallace.com

15 *Attorneys for Plaintiff and the*  
16 *Putative Collective and Class*  
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**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff and the putative Collective and Class are entitled to a jury.

Respectfully submitted,

Date: September 27, 2023

/s/ Carolyn H. Cottrell  
Carolyn H. Cottrell  
SCHNEIDER WALLACE  
COTTRELL KONECKY LLP

*Attorneys for Plaintiff and the  
Putative Collective and Class*